IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.7310 OF 2005

M/s.Amber Enterprises, Mumbai Petitioner

versus

1. Smt.Pushpa Dwarkadas Ruparelia
and another Respondents

Mr.R.A.Thorat i/by M/s.Kishore Thakordas & Co. for petitioner.

P.K.Dhokephalkar with Sachin U. Dhakephalkar for respondent no.1.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 27th April 2006

PC :

1. Although arguments were heard on the issue as to whether the preliminary issue of jurisdiction has been rightly answered by the Trial Court in favour of the plaintiff or not, this matter was adjourned from time to time as the petitioner who is original defendant no.2 in the suit and the respondent no.1 - original plaintiff, were trying to negotiate and arrive at settlement. The judgement was reserved after hearing the parties and I was informed by the learned counsel

appearing for both sides that it is not necessary to deliver a judgement because the compromise is under way.

2. Today, when this matter was placed for orders/directions, both sides inform me that the entire dispute in the civil suit being S.C. Suit No.6125 of 2004 is settled. Consent terms have in fact been drawn. They have been duly signed by the plaintiff and the defendant no.2 as well as their advocates. The terms and their implications have been interpreted to both sides according to the advocates. The plaintiff has agreed to relinquish her right, title and interest in respect of the property/ies which is the subject matter of suit and has given up possession as well. The arrangement is recorded in this consent terms. The consent terms could not be tendered today in the Trial Court, according to the parties.

3. In my view, appropriate course would be to dispose of the present writ petition in terms of the statement of both sides that the matter has been fully compromised and direct the Trial Court to take consent terms on record and pass appropriate orders disposing of the suit in terms

thereof.

4. Needless to state that in terms of the above statement recorded by me, both sides agree that even before the order is passed by the Trial Court in terms of these consent terms, the interim orders of status-quo to stand vacated to enable them to proceed with the development.

5. In the light of the agreement and compromise between the parties, the issue, as to whether a civil suit would be maintainable in the facts and circumstances of the present case or whether bar u/s 42 of the Slum Act would be attracted, is expressly kept open for decision in an appropriate case. Petition disposed of. No order as to costs.

6. Needless to state that all directions pertaining to the consent terms and incidental thereto, shall have to be issued by the Trial Court and the parties agree to appear before the Trial Court in that behalf on the date fixed for appearance.

(S.C.DHARMADHIKARI, J.)